

### REMARKS

Applicant appreciates the care that the Examiner continues to give to this application and in the spirit of attempting to alleviate the Examiner's concerns, Applicant has 1) canceled 14 claims; 2) amended other claims in accordance with the Examiner's specific comments; and 3) added 12 claims.

In the Advisory action mailed December 27, 2005, the Examiner did not address claim 47 which had been amended only to address an obvious error as pointed out by the Examiner. As discussed in Applicant's prior response, claim 47 specifically recites that it is the **end time** that is adjusted to accommodate changes in program length. Marsh discusses changes in program start and stop times, but nowhere does Marsh even hint at length changes being accommodated. Marsh is concerned with program delays and program cancellations. Interactive Program Guides (IPGs) are used for control purposes. Each IPG has a start time and a stop time associated therewith. These start and stop time pairs are continuously downloaded and compared to existing IPGs. When a mismatch occurs the new pair replaces the old pair. Such a system will not work when the start time has not been changed but the program runs overtime. Marsh does not discuss this situation and the operation of Marsh does not provide a structure for changing only the ending time of a program. Accordingly, claim 47 should have been entered and held allowable.

The Examiner also did not address claim 48 that was amended to recite that the change in program length occurs **after the start time** of the program. This would occur, for example, if a football game goes into overtime. See for example, Applicant's specification at paragraphs 0061 and 0062. Marsh does not in any manner discuss or even hint as such recorder adjustments during the actual recording time of a program. Accordingly, claim 48, as amended, should have been entered and held allowable.

Claims 47 and 48 have again been presented in this response for consideration by the Examiner.

Claim 4, which has now been incorporated into claim 1, has been amended to reflect the comments made by the Examiner so that it is now clear that the claim is directed to the

provision of the user's request to a third party separate from the initial content provider. This is in keeping with the Examiner's comments and as such claim 1 should now be held allowable.

Claim 50 has also been amended in keeping with the Examiner's comments and as such should now be held allowable.

Claims 60 through 71 (12 claims) have been added. Claim 60, which is discussed in the specification at, for example, Paragraphs 0058, 0059 and 0060, allows a transmission source to only schedule for delivery a program to a user who has requested that program and not to all user's of the system. The McKissick document does not address this concept in any manner. Specifically, McKissick keeps track of user requests and if a program is scheduled for delivery over the network that matches a stored request then the scheduled transmission time is set in the user's memory in the user's set top box. But in no case does McKissick transmit or make available programs **only** to users who have requested those programs. For example, McKissick specifically talks about the type of programs it will control. See, for example, McKissick page 15, line 29 through page 16, line 20. Clearly then, McKissick deals with scheduled programs, unscheduled programs that are coming soon, series that are announced but not scheduled, returning series, special events, etc. In every situation these programs are, or will be, sent out over one or more channels to anyone who has signed up for that channel. Nothing in McKissick indicates that the scheduling by the transmission source is dependant upon who or how many people have signed up as specifically recited in claim 60. Accordingly, claim 60 should be held allowable.

Claim 61 is directed to the situation where the transmission source makes the user requests known to other parties and the other parties decide when and if to provide the content. Nothing in McKissick even hints at such an arrangement. Accordingly, claim 61 should be held allowable.

Claim 66 is directed to a method in which user requests for specific information are stored, (as in McKissick); matching stored requests against programs that are scheduled (as in McKissick), upon a mismatch, making at least some of the recorded requests available to

other providers and determining under control of the providers whether that provider has a program that matches a recorded request (McKissick does not teach this). In McKissick, the requests are stored and if some provider decides (independent from the stored requests) to provide a program then when the program becomes available it is matched against the pre-stored requests. Claim 66 goes on to recite that the scheduling of a specific program to be delivered to the user is because of the determined availability of that program. McKissick, as stated above, does not in any manner teach such a concept. In McKissick, in all situations, the provided programs are for all subscribers to the service and the scheduling of the programs is independent from what any user asked to see. It is only when the provider decides that the match condition can be met.

Claims 68 through 71 are a variation of claim 1 in which a user sets a flag with the desired information and any number of potential providers can access the flag to determine if the provider has control of the desired content. Support for this concept is found, for example, at column 11, lines 28-60 and at columns 2-3 where it is specially stated that content can be created based on the information desired by the user.

In view of the above amendment, applicant believes the pending application is in condition for allowance.

Applicant believes no fee is due with this response. However, if a fee is due, please charge our Deposit Account No. 06-2380, under Order No. 05708/P005D1/08008819 from which the undersigned is authorized to draw.

Dated: January 4, 2006

Respectfully submitted,

By 

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